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THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH, NORTHERN DIVISION

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In Re: IVESTER'S TREE & LAWN, LLC  
HC 65 Box 215  
Duchesne, UT 84021

Bankruptcy No. 25-21998  
Chapter 11 (Subchapter V)

Trustee (Brian M. Rothschild)

FILED ELECTRONICALLY

Debtor in Possession.

Judge Peggy Hunt

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**MOTION FOR ORDER AUTHORIZING THE DEBTOR TO PAY THE PREPETITION  
CLAIM OF ZIONS BANK**

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The Debtor and Debtor in Possession, Ivester's Tree & Lawn, LLC (the "Debtor"), hereby moves this Court for an order authorizing the Debtor to pay the prepetition claim of Zions Bank ("Zions"), a critical service provider of the Debtor needed for the Debtor's ongoing operations and reorganization. In support of its Motion, the Debtor hereby states the following:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157. This Motion concerns the administration of the estate and, therefore, it is a core proceeding pursuant

to 28 U.S.C. § 157(b)(2)(A).

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **FACTUAL BACKGROUND**

3. The Debtor filed its bankruptcy petition on April 11, 2025.

4. Just prior to filing its petition, the Debtor had incurred credit card charges on a business credit card issued by Zions in the approximate amount of \$12,941.00 as of the Petition Date.

5. In doing so, the Debtor incurred a prepetition claim owing to Zions in the amount of \$12,941.29, as listed on Schedule F.

6. Because of the ensuing bankruptcy, the Debtor was unable to pay the obligation to Zions, which would have been paid in the ordinary course of business.

7. On or about May 30, 2025, Zions froze \$6,244.67 that was in the Debtor's bank account at Zions on the Petition Date and filed a Motion for Relief from Automatic Stay and for Setoff. The Debtor did not oppose the Motion and anticipates that the Court will grant the relief requested by Zions. Once the setoff is completed, the balance owing to Zions on the credit card account will be \$6,696.62.

8. Zions refuses to allow the Debtor to retain a full-service Debtor in Possession ("DIP") account unless the Debtor pays the prepetition credit card claim owing to Zions.<sup>1</sup>

9. Despite the Debtor's exhaustive efforts to obtain and set up a DIP account with other financial institutions, it has been unsuccessful in doing so.

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<sup>1</sup> Mountain America Credit Union made a similar demand upon the Debtor when the Debtor approached it about a DIP account.

10. The Debtor has no alternative sources for obtaining a DIP account, particularly within a reasonable geographic area to the Debtor's business.<sup>2</sup>

11. Accordingly, it is in the best interest of the Debtor, creditors, and the bankruptcy estate for the Court to grant this Motion and authorize the Debtor to pay Zions' prepetition unsecured claim so that the Debtor can obtain a full-service DIP account at Zions.<sup>3</sup>

**PRAYER FOR RELIEF**

WHEREFORE, the Debtor respectfully requests that this Court enter an order (1) authorizing the Debtor to pay Zions the balance of its prepetition unsecured credit card claim in the amount of \$6,696.62, thereby clearing the way for Zions to open a full-service DIP account; and (2) granting to the Debtor such other and further relief as the Court deems just and proper.

Dated: June 13, 2025

**DIAZ & LARSEN**

By: /s/ Andres Diaz  
Attorneys for the Debtor in Possession

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<sup>2</sup> The Debtor is situated in Duchesne, Utah. Duchesne only has two financial institutions, Zions and Mountain America Credit Union. The Debtor has not only reached out to those entities but has reached out to financial institutions outside of Duchesne (including Wells Fargo Bank, JP Morgan/Chase Bank, America First Credit Union and Grand Valley Bank), all to no avail.

<sup>3</sup> Zions has agreed to keep the Debtor's current account open for a period of 30 days from June 12, 2025, to allow the Debtor time to seek a court order allowing the Debtor to pay off the balance of the credit card account.